The Court agrees that § 2, Seventh, forbids the carrier itself to make any changes in the contract other than those on which bargaining has taken place, regardless of how necessary these changes are to the successful operation of the railroad. But with the consent of a United States court, or a state court for that matter, the carrier may now make any change essential to its continued operation.[1] Although the union remains the bargaining agent for all employees, strikers and replacements alike, *Steele* v. *Louisville & N. R. Co.*, 323 U. S. 192, the carrier need not bargain with it, but with the court, if it wants to make changes which the Act forbids it to make alone. The union is free to strike and thereby to attempt to halt the operation of the railroad; but if it does, the court may—indeed, it must in some circumstances—permit the railroad to make any change in wages, hours and working conditions which is necessary to obviate the normal consequences of the strike. I fail to see how this exception can be read into the unequivocal language of § 2, Seventh.

This is very close to a judgment that there shall be no strikes in the transportation business, a judgment which Congress rejected in drafting the Railroad Labor Act. True, the Act was designed to maximize settlements and minimize strikes,[2] but Congress stopped short

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[1] Congress has generally entrusted the specialized and unique affairs of the railroad industry to a few expert boards and agencies. *Elgin, J. & E. R. Co.* v. *Burley*, 325 U. S. 711, 752 (Frankfurter, J., dissenting). Permitting the wholesale intervention of the courts in this manner seems inconsistent with these congressional policies of uniformity and expert supervision. Cf. *Labor Board* v. *Brown*, 380 U. S. 278, 299 (White, J., dissenting); *American Ship Building Co.* v. *Labor Board*, 380 U. S. 300, 325–327 (White, J., concurring).

[2] It is certainly questionable whether the procedures approved by the majority will minimize strikes or maximize settlements. This particular strike is one of the longest in railroad history. There can be no doubt that the procedures followed in this case have helped

of imposing compulsory arbitration, the most obvious technique to insure the settlement of disputes and to prevent strikes. § 5, 45 U. S. C. § 155 (1964 ed.). Certainly it was not anticipated that a struck railroad could invoke the aid of the court to make changes in a contract which Congress had forbidden it to make. Nor did Congress anticipate what is in effect a new type of railroad receivership designed to last as long as necessary to blunt the effectiveness of a strike which the Act left the union free to call.[3] Had Congress impressed upon the railroads an absolute duty to continue operating while struck, perhaps an implied exception to § 2, Seventh, might be warranted. But, as the majority recognizes, no such duty has been placed on the railroads.

Of course the railroad was free to operate, but the Congress specified in § 2, Seventh, the terms on which it might do so. To change those terms is a task for Congress, not for a federal or a state court.

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prolong the strike. For example, in part because of these procedures, Florida East Coast enjoyed a substantial increase in its operating profits during the strike period. See Brief for Government, p. 8, n. 7.

[3] Cf. § 77 (n) of the Bankrupcty Act, 11 U. S. C. § 205 (n) (1964 ed.), which provides "No judge or trustee acting under this title shall change the wages or working conditions of railroad employees except in the manner prescribed in the Railway Labor Act. . . ." *Burke* v. *Morphy*, 109 F. 2d 572."